

Agenda Item Form

Districts Affected: All Dept. Head/Contact Information: R. William Torgerson/ Daisy Esparza (Ext. 4057) Type of Agenda Item: Resolution ☐Staffing Table Changes ☐Board Appointments ☐Tax Installment Agreements ☐Tax Refunds Donations ☐RFP/ BID/ Best Value Procurement ☐Budget Transfer Item Placed by Citizen ☐Application for Facility Use ☐Introduction of Ordinance Bldg. Permits/Inspection ☐Interlocal Agreements ☐ Contract/Lease Agreement ☐ Grant Application Other ___ **Funding Source:** ☐General Fund Grant (duration of funds: Months) ☑Other Source: <u>USER FEE</u> Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar □ Approved Denied Timeline Priority: ☐High ⊠Medium □Low # of days:___ Why is this item necessary: Necessary to permit contract employees to perform duties outlined in contracts. Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Maintenance and operating expenditures are nil. Statutory or Citizen Concerns: Demands and needs are met.

Agenda Date: 3/23/2004

Departmental Concerns:

Approval or employee contractor contracts will enable Parks/Aquatics Department to meet it's mission, objectives and functions.

> 36 8 MA 81 MA 100 THEN INVESTIGATION ALIO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

AQUATICS

DEPARTMENT ID: 51010281, ACCOUNT 501011

CONTRACTOR:

Brittany B. Burke, Pool Attendant, Step 1

DATES:

March 31, 2004 through September 30, 2004

RATE PER HR:

\$5.40

CONTRACT NO:

2003/2004-185

CONTRACTOR:

Adam D. Duntley, Lifeguard, Step 2

DATES:

March 31, 2004 through September 30, 2004

RATE PER HR:

\$6.00

CONTRACT NO:

2003/2004-186

CONTRACTOR:

Fabian T. Elizondo, Swim Instructor, Step 1

DATES:

March 31, 2004 through September 30, 2004 \$5.35

RATE PER HR: CONTRACT NO:

2003/2004-187

4. CONTRACTOR:

Jacklyn Gallegos, Senior Lifeguard, Step 1

DATES:

May 9, 2004 through September 30, 2004

RATE PER HR:

\$6.60

CONTRACT NO:

2003/2004-188

5. CONTRACTOR:

DATES:

Cynthia L. Gonzalez, Pool Attendant, Step 1 March 31, 2004 through September 30, 2004

RATE PER HR:

\$5.40

CONTRACT NO:

2003/2004-189

6. CONTRACTOR:

David J. Juarez, Pool Attendant, Step 1

DATES:

March 31, 2004 through September 30, 2004

RATE PER HR:

\$5.40

CONTRACT NO:

2003/2004-190

7. CONTRACTOR:

. . .

DATES:

Carlos Lopez, Outdoor Pool Manager, Step 1 May 9, 2004 through September 30, 2004

RATE PER HR:

\$7.30

CONTRACT NO:

2003/2004-191

8. CONTRACTOR:

Brianne A. Loya, Lifequard, Step 2

DATES:

March 31, 2004 through September 30, 2004

RATE PER HR:

\$6.00

CONTRACT NO:

2003/2004-192

9.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Stephen Martinez, Swim Instructor, Step 1 March 31, 2004 through September 30, 2004 \$5.35 2003/2004-193		
10.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Carlos A. Rosales, Senior Lifeguard, Step 2 May 9, 2004 through September 30, 2004 \$6.60 2003/2004-194		
11.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Diana I. Rosales, Pool Attendant, Step 1 March 31, 2004 through September 30, 2004 \$5.40 2003/2004-195		
12.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Omar C. Torres, Lifeguard, Step 3 March 31, 2004 through September 30, 2004 \$6.20 2003/2004-196		
	APPROVED this	day of March, 2004.		
		THE CITY OF EL PASO		
ATTE	ST:			
		Joe Wardy Mayor		
Richai City C	rda Duffy Momsen lerk			
APPR	OVED AS TO FORM:	APPROVED AS TO CONTENT:		
	alupe Cuellar	Dr. William R. Torgerson, Acting Director		
Deputy	City Attorney	Parks & Recreation Department		

DEPARTMENT ID:

16303 51010281

51151 P500203

PROJECT: SPEED CHART:

P0181

STATE OF TEXAS
COUNTY OF EL PASO) EMPLOYMENT CONTRACT PARKS AND RECREATION
This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinaft referred to as "City," and BRITTANY B. BURKE, hereinafter referred to as "Contractor," witnesset
WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;
NOW THEREFORE, the parties hereto mutually agree as follows:
1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of POOL ATTENDANT, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MARCH 31, 2004 and shall continue until SEPTEMBER 30, 2004
3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$5.40 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. TERMINATION Either party may terminate this contract without cause after 14 days written notice to the

other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: BRITTANY B. BURKE 2 Civic Center Plaza El Paso, Texas 79901-1163 IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this ______, day of _______, _______. CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** PARENT(S) (H Minor) APPROVED AS TO FORM: APPROVED AS TO CONTENT: Guadalupe Cuellar Deputy City Attorney uperintendent

Administrative Analyst

FUND: DEPARTMENT ID:

16303 51010281

CLASS:

51151 P500203

P0181

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PROJECT: SPEED CHART:

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and __ADAM_D. DUNTLEY _____, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a <u>LIFEGUARD</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of

 LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the
 contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and
 policies of the City and Parks and Recreation Department.
- 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about March 31, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: ADAM D. DUNTLEY
IN WITNESS WHEREOF the	parties have executed	this agreement in El Paso, Texas on this
day of		
		CITY OF EL PASO, TEXAS
ATTEST:		Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk		CONTRACTOR:
		PARENT(S) (If Minor)
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recreation Director
		Program Coordinator
		Superintendent Mucuul Administrative Analyst

FUND:

 $^{16303}_{51010281}$ DEPARTMENT ID:

CLASS: PROJECT:

51151 P500203

SPEED CHART:

P0181

STATE OF TEXAS)
) EMPLOYMENT CONTRACT COUNTY OF EL PASO) PARKS AND RECREATION
This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and, hereinafter referred to as "Contractor," witnesseth:
WHEREAS, the City has a need to engage the employment of the Contractor as a <u>SWIM_INSTRUCTOR</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;
NOW THEREFORE, the parties hereto mutually agree as follows:
1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about March 31, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .
3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

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- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: <u>FABIAN T. ELIZONDO</u> SS Ac Ci Pho
IN WITNESS WHEREOF the	e parties have executed	this agreement in El Paso, Texas on this
day of		·
		CITY OF EL PASO, TEXAS
ATTEST:		Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk		CONTRACTOR:
		PARENT(S) (If Minor)
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney	•	Parks and Recreation Director
		Program Coordinator
		Superintendent Mrun Administrative Analyst

FUND: 16303 DEPARTMENT ID: 51010281

CLASS: 51151

PROJECT: P500203
SPEED CHART: P0181

STATE OF TEXAS EMPLOYMENT CONTRACT) PARKS AND RECREATION **COUNTY OF EL PASO**) This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and ______JACKLYN GALLEGOS , hereinafter referred to as "Contractor," witnesseth: WHEREAS, the City has a need to engage the employment of the Contractor as a SENIOR LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City; NOW THEREFORE, the parties hereto mutually agree as follows: 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of ____, under the terms and conditions hereafter stated, and the SENIOR LIFEGUARD, STEP 1 contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department. 2. TIME OF PERFORMANCE The employment of contractor is to commence on or about

3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$6.60 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

and shall continue until SEPTEMBER 30, 2004

MAY 9, 2004

- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: JACKLYN GAL	16 36
IN WITNESS WHEREOF the	parties have executed the	his agreement in El Paso, Texas	on this
day of			
		CITY OF EL PASO, TEXA	AS
ATTEST:		Joe Wardy, Mayor	
Richarda Duffy Momsen City Clerk		CONTRACTOR:	1a
		PARENT(S) (If Minor)	,
APPROVED AS TO FORM:		APPROVED AS TO CONT	011
Guadalupe Cuellar Deputy City Attorney	•	Parks and Recreation Director Program Coordinator	
	(Superintendent Administrative Analyst	relle-

FUND: 16303 DEPARTMENT ID: 51010281 CLASS: 51151

PROJECT: P500203

) EMPLOYMENT CONTRACT COUNTY OF EL PASO) PARKS AND RECREATION
This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and CYNTHIA L. GONZALEZ, hereinafter referred to as "Contractor," witnesseth
WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;
NOW THEREFORE, the parties hereto mutually agree as follows:
1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of POOL ATTENDANT, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MARCH 31, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .
3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$5.40 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated

immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Address: _ City/State Phone:	CYNTHIA L. GONZALEZ
IN WITNESS WHEREOF the p	arties have executed	this agreement in El	Paso Texas on this
			Tubo, Toxas on this
	-	CITY OF EL F	PASO, TEXAS
ATTEST:			
		Joe Wardy, May	or
Richarda Duffy Momsen City Clerk		CONTRACTOR Lynthia PARENT(S) (If	J. Jonzalez
Guadalupe Cuellar Deputy City Attorney		Parks and Recreate Program Coordina Superintendent Administrative Ana	Holly Intully

FUND: DEPARTMENT ID: 16303 51010281

CLASS:

51151 P500203

PROJECT: SPFFD CHART:

P0181

COUNTY OF EL PASO) EMPLOYMENT) PARKS AND REG	··· — —
This contract entered into by and	between the CITY OF EL F	PASO, a home rule municipal corporation hereinafter
referred to as "City," andDAVID_3	• JUAREZ	_, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

STATE OF TEXAS

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of POOL ATTENDANT, STEP 1 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about MARCH 31, 2004 and shall continue until SEPTEMBER 30, 2004
- 3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate and shall receive pay increases in accordance with the city's policy for Parks and \$5.40 P/H Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: DAVID J. JUAREZ 2 Civic Center Plaza El Paso, Texas 79901-1163 ł IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** PARENT(S) (If Minor) APPROVED AS TO FORM: APPROVED/AS TO CONTENT: Guadalupe Cuellar Deputy City Attorney Program Coordinator Superimendent

Administrative Analyst

FUND: 16303

DEPARTMENT ID: 51010281

CLASS: 51151

PROJECT: P500203

) EMPLOYMENT CONTRACT COUNTY OF EL PASO) PARKS AND RECREATION
This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and, hereinafter referred to as "Contractor," witnesseth
WHEREAS, the City has a need to engage the employment of the Contractor as a OUTDOOR POOL MANAGER for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;
NOW THEREFORE, the parties hereto mutually agree as follows:
1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of OUTDOOR POOL MANAGER, STEP 1 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about May 9, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .
3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$7.30 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. TERMINATION Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from

service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Add; City, Phon	CARLOS LOPEZ
IN WITNESS WHEREOF the	parties have executed	this agreement i	in El Paso, Texas on this
day of		·	
		CITY OF I	EL PASO, TEXAS
ATTEST:		Joe Wardy,	Mayor
Richarda Duffy Momsen City Clerk		CONTRAC	CTOR:
		PARENT(S	S) (If Minor)
APPROVED AS TO FORM:		APPROYE	D AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Della	ecreation Director
		Program Co	116 11
	,	Superintende Administrati	January

DEPARTMENT ID:

16303 51010281

CLASS: PROJECT:

51151 P500203

SPEED CHART:

P0181

	PLOYMENT CONTRACT RKS AND RECREATION
This contract entered into by and between the referred to as "City," and <u>BRIANNE A. LOYA</u>	CITY OF EL PASO, a home rule municipal corporation hereinafter, hereinafter referred to as "Contractor," witnesseth:
WHEREAS, the City has a need to engage the for the Parks and Recreation Department in accordance	employment of the Contractor as a <u>LIFEGUARD</u> ce with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgeable and	capable of rendering said employment to the City;
NOW THEREFORE, the parties hereto mutua	lly agree as follows:
1. SCOPE OF EMPLOYMENT The Contraction LIFEGUARD, STEP 2 contractor hereby accepts and agrees to perform such a policies of the City and Parks and Recreation Department.	, under the terms and conditions hereafter stated, and the
2. <u>TIME OF PERFORMANCE</u> The employs and shall continue ur	ment of contractor is to commence on or about series. SEPTEMBER 30, 2004.
Recreation Department contract employees. Contracto however, in the event that unforeseen circumstances ar week, Contractor shall be paid overtime in accordance	AYMENT The Contractor shall be paid biweekly at the rate increases in accordance with the city's policy for Parks and r will not be scheduled to work in excess of 40 hours a week, ise that require the contractor to work in excess of 40 hours per with the Fair Labor Standards Act. The City will provide no fringe make a claim against the City for more than the rate provided under
4. LOCATION OF PERFORMANCE The pl El Paso, State of Texas or in such places as may be nece	aces where such employment is to be performed is the City of essary in the performance of this agreement.
5. <u>LAW GOVERNING CONTRACT</u> For pur governing the same, it is agreed that this contract is enter be governed by the laws of the State of Texas. Venue for	poses of determining the place of the contract and the law ered into the City and County of El Paso, State of Texas, and shall or all purposes shall be in the courts El Paso County
have cause to terminate this agreement or if Contractor is immediately upon written notification to the contractor of services for the City, the Contractor, pursuant to section	e this contract without cause after 14 days written notice to the at any time by mutual agreement of the parties. Should the City is in breach of this contract, the contract may be terminated of the cause for termination. As a member of the unclassified 6.2-3 of the Civil Service Charter, may be terminated from tent. Contractor acknowledges that he/she has no right of appeal
7. MISCELLANEOUS The City shall provide carry out his/her duties under the agreement	such workspaces for Contractor as is necessary for Contractor to

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** BRIANNE A. LOYA Name: 2 Civic Center Plaza El Paso, Texas 79901-1163 IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this day of _______, ______, CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** TO CONTENT APPROVED AS TO FORM: Guadalupe Cuellar Deputy City Attorney Superintendent Administrative Analyst

FUND:
DEPARTMENT ID:

16303 51010281

CLASS: PROJECT:

51151 P500203

3

STATE OF TEXAS) EMPLOYMENT CONTRA	ACT
COUNTY OF EL PASO) PARKS AND RECREATION	
This contract entered into by and be referred to as "City," andSTEPHEN	netween the CITY OF EL PASO, a h	nome rule municipal corporation hereinafter fter referred to as "Contractor," witnesseth:
WHEREAS, the City has a need to	o engage the employment of the Contr	actor as a SWIM INSTRUCTOR
for the Parks and Recreation Department	. In accordance with Section 6.6-5 of t	ne Civil Service Charter, and
WHEREAS, contractor is knowled	dgeable and capable of rendering said	employment to the City;
NOW THEREFORE, the parties	hereto mutually agree as follows:	
SWIMINSTRUCTOR, STEP 1		. •
	The employment of contractor is to coll continue until SEPTEMBER 30,	
of \$5.35 P/H and sha Recreation Department contract employed nowever, in the event that unforeseen circle, Contractor shall be paid overtime in	cumstances arise that require the contr n accordance with the Fair Labor Star	with the city's policy for Parks and work in excess of 40 hours a week,

5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County

El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of

- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Ad ^A Cit Pho	STEPHEN MARTINEZ
IN WITNESS WHEREOF the	parties have executed	this agreement	in El Paso, Texas on this
day of		,	
		CITY OF I	EL PASO, TEXAS
ATTEST:		Joe Wardy,	Mayor
Richarda Duffy Momsen City Clerk		CONTRAC	etor: John Karlings
		1	(s) (If Minor)
APPROVED AS TO FORM:			DYS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Delhu	ecreation Director
			m G. Fuller
		Suprintend) munt

FUND: DEPARTMENT ID:

16303 51010281

CLASS:

51151 P500203

PROJECT: SPEED CHART

P0181

STATE OF TEXAS)
COUNTY OF EL PASO) EMPLOYMENT CONTRACT PARKS AND RECREATION
This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>CARLOS A. ROSALES</u> , hereinafter referred to as "Contractor," witnesset
WHEREAS, the City has a need to engage the employment of the Contractor as a SENIOR LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;
NOW THEREFORE, the parties hereto mutually agree as follows:
1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SENIOR LIFEGUARD, STEP 2 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 9, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .
3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of <u>\$6.60 P/H</u> and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated

immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

Requested, postage prepaid, to the following	oured under this contra	ct shall be sufficient if sent by Certified Mail, Return Receipt
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: CARLOS A. ROSALES
		Pho
IN WITNESS WHEREOF the	parties have executed	this agreement in El Paso, Texas on this
day of	,	•
		CITY OF EL PASO, TEXAS
ATTEST:		Joe Wardy, Mayor
Richarda Duffy Momsen	The state of the s	
City Clerk		CONTRACTOR:
		PARENT(S) (If Minor)
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recreation Director Program Coordinator
		Superintendent Administrative Analyst

DEPARTMENT ID:

16303 51010281

CLASS:

51151 P500203

PROJECT: SPEED CHART:

P0181

	STATE OF	TEXAS)			
	COUNTY OF EL P	ASO)		NT CONTRACT RECREATION	
referre	This contract entered in ed to as "City," and	nto by and betwee	n the CITY OF I	EL PASO, a home rule mu, hereinafter referred	unicipal corporation hereinafter to as "Contractor," witnesseth
for the	WHEREAS, the City he Parks and Recreation	as a need to engag Department in acc	ge the employment cordance with Sec	nt of the Contractor as a _ tion 6.6-5 of the Civil Ser	POOL ATTENDANT vice Charter, and
	WHEREAS, contracto	r is knowledgeabl	e and capable of	rendering said employmen	at to the City;
	NOW THEREFORE,	the parties hereto	mutually agree a	s follows:	
contrac	POOL ATTEN	DANT, STEP 1 agrees to perform	, under such employme	erform the employment of the terms and conditions l nt. Contractor agrees to ac	f hereafter stated, and the dhere to all relevant rules and
	TIME OF PERFO	RMANCE The eand shall cont	mployment of co inue until <u>SEP</u>	ntractor is to commence of TEMBER 30, 2004	n or about
of	\$5.40 P/H tion Department contra er, in the event that unfo Contractor shall be paid	and shall rece ct employees. Co preseen circumstate overtime in accor-	ive pay increases ntractor will not linces arise that recordance with the F	air Labor Standards Act.	y's policy for Parks and
4. El Paso	LOCATION OF PI , State of Texas or in st	ERFORMANCE as may	The places wher be necessary in t	e such employment is to be the performance of this agr	e performed is the City of reement.
governi	ng the same, it is agree	d that this contrac	t is entered into the	etermining the place of the ne City and County of El I oses shall be in the courts	Paso, State of Texas, and shall
other pa have ca immedi	arty of the intention to t use to terminate this ag ately upon written notif	erminate this cont reement or if Confication to the confi	ract, or at any tin tractor is in breac tractor of the caus	e by mutual agreement of h of this contract, the cont	nember of the unclassified

service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: DIANA I. ROSALES 2 Civic Center Plaza El Paso, Texas 79901-1163 IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this _____, day of ______, _____, _____. CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** Thatales PARENT(S) (If Minor) APPROVED AS TO FORM: APPROVED AS T Guadalupe Cuellar Deputy City Attorney Superintende

Administrative Analyst

DEPARTMENT ID:

16303 51010281

CLASS: PROJECT:

51151

SPEED CHART:

P500203 P0181

COUNTY OF EL PASO)			CONTRACT CREATION			
This contract entered into b	y and betw	een the CIT	Y OF EL P	ASO, a home	rule municipa	al corporation	hereinafter
0 1 . ((0)) 11 1	OMAR C. '			, hereinafter re			

WHEREAS, the City has a need to engage the employment of the Contractor as a <u>LIFEGUARD</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

STATE OF TEXAS)

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of

 LIFEGUARD, STEP 3, under the terms and conditions hereafter stated, and the
 contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and
 policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MARCH 31, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$6.20 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas CONTRACTOR: Name: OMAR C. TORRES 2 Civic Center Plaza SS#: El Paso, Texas 79901-1163 Addı City/ Phon IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** PARENT(S) (If Minor) APPROVED AS TO FORM: CONTENT: Guadalupe Cuellar Deputy City Attorney

Administrative Analyst